

MEMO TO BUILDER: PURCHASE INVOLVING A CONDOMINIUM

Date: _____

Builder: _____

Purchaser(s): _____

Property: _____

Having obtained input from the Law Offices of Stephen H. Shub through Mr. Mario Zammit at (416) 222-1882, fax (416) 222-4277, the undersigned purchaser submits proposed changes on the attached AMENDMENT within the 10 day cooling off period and requires such changes to be included in the Agreement of Purchase and Sale.

Purchaser

Purchaser

Telephone

Telephone

NOTE:

When delivering this MEMO and attached AMENDMENT to the builder's sales representative, purchaser is to keep a copy of this memo and complete the information in the space below:

Delivered on _____ at _____ am / pm
(date) (time)

To _____
(name of builder representative)

Fax a copy of this memo and proposed amendment to
Mario Zammit at (4 1 6) 2 2 2 - 4 2 7 7

**CONDOMINIUM AMENDMENT PROPOSED CHANGES
TO AN AGREEMENT OF PURCHASE AND SALE BETWEEN**

Purchaser(s): _____

Builder: _____

Property: _____

Unit: _____ Level: _____

Notwithstanding any other terms of the Agreement of Purchase and Sale, the parties agree as follows:

- 1) Except in accordance with any applicable TARION bulletin, there will be no changes in dimensions in the proposed floorplans, room sizes, or area as presented to purchaser at time of the offer. Unit area to be _____ sq. ft. PLUS any balcony or terrace as shown in floorplan.
- 2) Unless agreed in writing by both parties, the interim occupancy closing date will not be advanced.
- 3) Except for property taxes (to be based on vacant lot assessment), total adjustments to be charged by the Builder, in addition to the purchase price, will not exceed \$_____.
- 4) There will be no added cost to assign to, or to add, any immediate family member on title.
- 5) Any items on a rental basis will not exceed a monthly cost of \$39.00 plus taxes AND any such rental will not be registered on title to the unit.
- 6) Builder acknowledges that any requirement related to purchaser's financial capability have been satisfied, or, if not satisfied, this agreement is conditional upon the Purchaser receiving a written pre-approval by Purchaser's chosen lender within 10 days, failing which this offer is null and void with deposit to be refunded.
- 7) This clause forms an integral part of the Agreement of Purchase and Sale between Vendor and Purchaser(s) and amends any GST reference so that both GST and HST (if applicable) are included in the purchase price (net of any applicable rebate which is assigned to Vendor). "HST" refers to the HARMONIZED SALES TAX to include GST and PST.
- 8) In Schedule " _____",